



BellSouth Telecommunications, Inc.
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Dorothy J. Chambers
General Counsel/Kentucky

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April 15, 2005

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

RECEIVED

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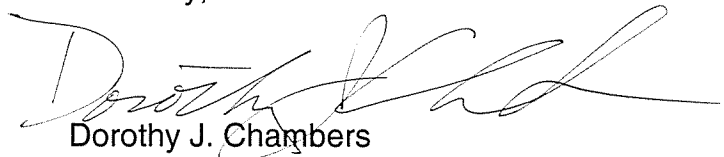
PUBLIC SERVICE
COMMISSION

Re: Adoption of Interconnection Agreement between BellSouth
Telecommunications, Inc. and Kentucky Data Link, Inc. by Brandenburg
Telecom, LLC
PSC 2005-00102

Dear Ms. O'Donnell:

Enclosed for filing in the above-captioned case are the original and ten (10) copies of the Interconnection Agreement between BellSouth Telecommunications, Inc. and Brandenburg Telecom, LLC ("Brandenburg"). Brandenburg is adopting the Kentucky Data Link, Inc. Interconnection Agreement.

Sincerely,



Dorothy J. Chambers

Enclosure

cc: John E. Selent, Esq., Counsel for Brandenburg Telecom, LLC

581655

BELLSOUTH® / CLEC Agreement

Customer Name: Brandenburg Telecom LLC

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By and Between
BellSouth Telecommunications, Inc.
And
Brandenburg Telecom LLC

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Brandenburg Telecom LLC. ("Brandenburg"), a Kentucky corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, Brandenburg has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Kentucky Data Link, Inc. dated 12/31/2004 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Brandenburg and BellSouth hereby agree as follows:

1. Brandenburg and BellSouth shall adopt in its entirety the Kentucky Data Link, Inc. Interconnection Agreement dated 12/31/2004 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Kentucky Data Link's Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Title Page	1
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Kentucky Data Link Interconnection Agreement	609
TOTAL	614

2. In the event that Brandenburg consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Brandenburg under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2 of the Kentucky Data Link's Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Kentucky Data Link's Interconnection Agreement, the effective date shall be 12/31/2004

4. Brandenburg shall accept and incorporate any amendments to the Kentucky Data Link's Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Brandenburg Telecom LLC
Randall Bradley
502 West Dixie Avenue
PO Box 1147
Elizabethtown, KY 42702-1147

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen Rowe

Name: Kristen Rowe

Title: Director

Date: 3/31/05

Brandenburg Telecom LLC

By: Allison Willoughby

Name: Allison Willoughby

Title: President

Date: March 29, 2005